

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. Contract ID Code Firm-Fixed-Price	Page 1 Of 15
---	--	---	--------------

2. Amendment/Modification No. 0010	3. Effective Date 1999 Sep 08	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
---	--------------------------------------	---	--------------------------------

6. Issued By TACOM AMSTA-LD-CHAB-M MATTHEW MANOR (810) 574-8505 WARREN, MICHIGAN 48397-5000 EMAIL: MANORM@TACOM.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6)	Code
		SCD	PAS ADP PT

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)	<input checked="" type="checkbox"/>	9A. Amendment Of Solicitation No. DAAE07-99-R-S004
		9B. Dated (See Item 11) 1999MAY27
	<input type="checkbox"/>	10A. Modification Of Contract/Order No.
		10B. Dated (See Item 13)
Code	Facility Code	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers

☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
(a) By completing items 8 and 15, and returning 2 signed copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting And Appropriation Data (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).	
<input type="checkbox"/>	C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:	
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the Issuing Office.

14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)	
15B. Contractor/Offoror (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By (Signature of Contracting Officer)	16C. Date Signed

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center"> PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010 </p>	<p align="right">Page 2 of 15</p>
---	---	--

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

1sep99amendment1 / 09/01/99 4:20 PM /Page PAGE1 of 10

The purpose of this amendment is to make the following changes to the solicitation:

I. Add the following paragraph:

C.22 Acquisition Requirements. In reference to paragraph 6.2 of the Purchase Description (PD) the following requirements are specified:

(c) Use only the latest version or issue of DODISS and of documents not listed in the DODISS in effect as of the issue date of this solicitation to prepare your proposal.

(e) The semitrailers shall be painted the color Green 383, Chip Number 34094.

(h) The Contractor shall recondition the First Article Test vehicles according to paragraph E.7.b(5) of the solicitation.

(i) A spare wheel assembly is required (see PD paragraph 3.3.8).

II. Paragraph E.7.b(5) of the solicitation is changed as follows:

FROM: correcting, upgrading and reconditioning test vehicles to bring them up to the final approved configuration prior to acceptance.

TO: correcting, upgrading and reconditioning test vehicles to bring them up to Code "A" condition in the final approved configuration prior to acceptance.

III. At page 19 of 50, delete TACOM Clause 52.211-4019, Sources of Supply for Tires on Tactical Wheeled Vehicles - Alternate, Jun 1989.

IV. Change the Purchase Description (PD) as follows:

1. Paragraph 2.2.1., Specifications, standards and handbooks. Department of Defense Specification MIL-T-704, Treatment and Painting of Material, is deleted.

2. Paragraph 2.2.2., Other Government documents, drawings and publications. Army Drawing 12355846, the name is corrected to read "Treatment and Paint Specification - Tactical Trailers".

3. Paragraph 3.1., General Description. Change "M915A4" to "M915A5" in the sixth sentence. The seventh sentence is changed from: "The semitrailer, when coupled to the M915A3 tractor, shall possess mobility consistent with that required by the mission profile." To: "The semitrailer, when coupled to any M915 family tractor, shall possess mobility consistent with that required by the mission profile."

4. Paragraph 3.1.1., Tractor Compatibility. The paragraph is changed:

FROM: The semitrailer shall have the ability to transport designated fuel world-wide in the COMMZ to Corps line haul mission while connected to the M915A3 tractor fifth wheel, electrical and air brake systems. The semitrailer shall be capable of assuming a ninety degree angle in both lateral directions to the coupled M915A3 tractor without interference.

TO: The semitrailer shall have the ability to transport designated fuel world-wide in the COMMZ to Corps line haul mission while connected to any M915 family tractor fifth wheel, electrical and air brake systems. The semitrailer shall be capable of assuming a ninety degree angle in both lateral directions to the coupled M915 family tractor without interference.

5. Paragraph 3.1.2., Dimensions and Weight. The first sentence is changed:

FROM: Maximum dimensions and weights for the semitrailer are as follows:

TO: Maximum allowable dimensions and weights, minimum allowable ground clearance, and angle of departure requirements for the semitrailer are as follows:

6. Paragraph 3.1.2. (b), Overall length maximum - The text is changed:

FROM: 590 inches (in.) when combined with the M915A3

TO: 590 inches (in.) when combined with any M915 family tractor

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SHIN DAAE07-99-R-S004 MOD/AMD 0010</p>	<p style="text-align: center;">Page 3 of 15</p>
--	---	--

Name of Offeror or Contractor:

7. Paragraph 3.1.2. (h), Angle of departure - The text is changed:

FROM: 60 degrees minimum

TO: shall be the best reasonably obtainable while meeting all other contract requirements.

8. Paragraph 3.1.3. Operational Profile. In Table I, Speed and Slope Limitations, the Longitudinal Slope(%) shall be changed from "0 to 20" to "0 to 10" in both locations.

9. Paragraph 3.2. Performance. The paragraph is changed as follows:

FROM: The semitrailer shall meet performance requirements of this specification when equipped as specified herein, loaded with rated payload and coupled to the prime mover, the M915A3 truck tractor. Semitrailer, serviced and equipped for existing climatic conditions, shall operate as specified without special equipment.

TO: The semitrailer shall meet performance requirements of this specification when equipped as specified herein, loaded with rated payload and coupled to the prime mover, the M915 Family truck tractor. Semitrailer, serviced and equipped for existing climatic conditions, shall operate as specified without special equipment.

10. Paragraph 3.2.2.2., Grade and Slope Operation. In the first sentence, the requirements for the slide slope and the longitudinal slope shall each be changed from "twenty percent (20%)" to "ten percent (10%)".

11. Paragraph 3.2.2.4., Landing Gear. The fourth sentence is changed:

FROM: Each landing leg shall withstand, without deformation, the combined static and dynamic forces resulting from impact tractor or trailer coupling and uncoupling operations and railroad car transportation.

TO: Each landing leg shall withstand, without deformation, the combined static and dynamic forces resulting from coupling and uncoupling operations and from railroad car transportation.

12. Paragraph 3.2.2.5., Ground Board. The paragraph is changed:

FROM: Two ground boards, conforming to Drawing Number (No.) 7417585, and a stowage compartment shall be provided in the vicinity of the landing legs as part of the on board vehicle equipment.

TO: Two ground boards, conforming to Drawing Number (No.) 7417585, and two stowage devices (open or enclosed), one located on each side of the semitrailer in the vicinity of the corresponding landing leg shall be provided as part of the on board vehicle equipment.

13. Paragraph 3.2.2.9., Electrical. The following text is added after "Electrical": All electrical wiring shall conform to SAE J1292 and shall be contained in appropriate conduit, as per current commercial practice, unless commercial practice allows otherwise.

14. Paragraph 3.2.2.9.1., Lighting System. The paragraph is changed:

FROM: The lighting system shall conform to MIL-STD-1179 and FMVSS 108 except that all tail and stop lights and normal clearance lights shall be twelve (12) volt. All vehicle exterior lights shall be located and mounted in recessed or guarded locations so as to preclude any damage when interfacing with other vehicles, ancillary equipment, or caused by terrain or natural obstacles. Lenses which are not degraded by contact with fuel shall be provided in all lights, except composite tail lights. All electrical wiring shall conform to SAE J1292 and shall be contained in a metal conduit.

TO: The lighting system shall conform to MIL-STD-1179 and FMVSS 108 except that all tail and stop lights (except blackout lights) and all clearance lights shall be twelve (12) volt. All vehicle exterior lights shall be located and mounted in recessed or guarded locations so as to preclude any damage when interfacing with other vehicles, ancillary equipment, or caused by terrain or natural obstacles. Lenses not degraded by contact with fuel shall be provided in all lights, except composite tail lights.

15. Paragraph 3.2.3.1., Bottom Loading.

FROM: Fuel servicing systems shall include an automatic bottom loading method capable of accepting up to 600 gallons per minute (GPM) fuel from an external pumping source. To provide bottom loading capability, the tank shall be furnished with the necessary vent valves in compliance with the Code of Federal Regulations (CFR), Part 49, paragraph 178.341 of Department of Transportation (DOT) Regulation 406, Cargo Tanks, of Section A of DOT Regulations governing the Transportation of Hazardous Materials in Tank Motor Vehicles, level sensor valves and adapters. The bottom loading apparatus shall be adjusted to automatically shut off flow of fuel into the tank to avoid overflow and fuel spill. This level sensor shall be located so as

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010</p>	<p align="right">Page 4 of 15</p>
---	---	--

Name of Offeror or Contractor:

not to be damaged during the loading operation. An automatic overflow shutoff device using an optical probe is preferred. The bottom loading shall include a four inch Camlock Adapter and utilize the four inch D-1 Type receptacle. The bottom loading port apparatus shall be lockable to prevent fuel pilferage.

TO: Fuel servicing systems shall include an automatic bottom loading method capable of accepting up to 600 gallons per minute (GPM) fuel from an external pumping source. To provide bottom loading capability, the tank shall be furnished with the necessary vent valves in compliance with the Code of Federal Regulations (CFR), Part 49, paragraph 178.346 of Department of Transportation (DOT) Regulation 406, Cargo Tanks, of Section A of DOT Regulations governing the Transportation of Hazardous Materials in Tank Motor Vehicles, level sensor valves and adapters. The semitrailer shall have both a self-contained shut-off system and a passive shut-off system for prevention of an overflow condition during re-loading operations. The self contained shut-off system shall control the on-board shut-off valve without reliance on power from a prime mover. The passive shut-off system shall interface with most commercial fill stands, which might be equipped with a variety of control systems, and with Army fill stands. In the passive system, the fill stand will activate its shut-off valve in response to a signal from the level sensor. The bottom loading apparatus shall be adjusted to automatically shut off the flow of fuel into the tank to avoid overflow and a fuel spill. This level sensor shall be located so as not to be damaged during the loading operation. An automatic overflow shutoff device using an optical probe is preferred. The bottom loading facility shall be a three position manifold and shall include a four inch Camlock Adapter, a four inch D-1 Type receptacle and an API adapter. The bottom loading port apparatus shall be lockable to prevent fuel pilferage.

16. Paragraph 3.2.3.2., Top Loading. The paragraph is changed:

FROM: The tank shall have a circular manhole, with cover, with a minimum diameter of twenty (20) inches at the top to allow rapid loading from an externally powered source. This opening shall be free from obstructions in order to allow easy insertion of top load fill pipe. There shall be no obstructions which would prevent complete opening of the manhole covering. The manhole cover shall have a ten inch, watertight, hinged, filler cover with necessary safety features to eliminate the possibility of a spark occurring during opening or closing of the cover. The entire manhole cover shall be removable for entrance onto tank. The semitrailer shall have a top loading over-spill pipe which shall extend downward to the rear and be free from obstructions allowing unhampered drainage to a container on the ground. A vent having sufficient capacity to allow loading and unloading at a rate of 600 GPM with a manhole cover closed shall be provided. The top openings and coverings shall be lockable from the outside.

TO: The tank shall have a circular manhole, with cover, with a minimum diameter of twenty (20) inches at the top. There shall be no obstructions which would prevent complete opening of the manhole covering. To allow rapid loading from an externally powered source, the manhole cover shall have a ten inch, watertight, hinged, filler cover. The manhole and filler cover assembly shall have the necessary safety features to eliminate the possibility of a spark occurring during opening or closing of either cover. This opening shall be free from obstructions in order to allow easy insertion of top load fill pipe. The entire manhole cover shall be removable for entrance into the tank. The semitrailer shall have two top loading over-spill pipes which shall extend downward to the rear and be free from obstructions allowing unhampered drainage to a container on the ground. A vent having sufficient capacity to allow loading and unloading at a rate of 600 GPM with the manhole cover closed shall be provided. The top openings and coverings shall be lockable from the outside.

17. Paragraph 3.2.3.3, Unloading and 3.2.3.4, Unloading with Gravity are changed:

FROM: Paragraph 3.2.3.3 Unloading. The semitrailer shall be capable of unloading the entire fuel content with the assist of an external pump with up to 600 GPM capacity.

Paragraph 3.2.3.4 Unloading with Gravity. The semitrailer shall be capable of unloading the entire fuel contents by gravity discharge, while on a level surface, through a four inch pipe and hose.

TO: Paragraph 3.2.3.3 Unloading. Using hoses and other apparatus described in paragraphs 3.2.3.1 and 3.2.3.5, the semitrailer shall be capable of unloading the entire fuel content with the assist of an external pump with up to 600 GPM capacity, and also by gravity discharge while on a level surface.

Paragraph 3.2.3.4 Reserved.

18. Paragraph 3.2.3.5., Hoses, Hose Tubes and Reducers. The paragraph is changed:

FROM: Fuel loading system shall include one enclosed hose carrying tube with access from either end and lockable at either end. This tube shall accommodate two hoses consisting of (A) one each, fourteen foot long, four inches diameter, fuel suction hose with double female camlock couplings (female on each end) Drawing 11685834, and (B) one each, fourteen foot long, four inches diameter, fuel suction hose with standard camlock fitting, male on one end, female on the other, Drawing 11685835. Hose assemblies shall have a delivery capability of at least 600 GPM diesel fuel. Hose ends shall have quick connect and disconnect camlock couplings. The ends shall be compatible with the bottom loading apparatus and each other. All hoses shall have dust protective end caps attached by corrosion resistant metal chains. The hose tubes shall be located so as not to interfere with loading and unloading operations and raising or lowering the landing legs. The semitrailer shall be

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010</p>	<p align="right">Page 5 of 15</p>
---	---	--

Name of Offeror or Contractor:

equipped with two reducers according to the following:

One each - reducers:

Four inch female to three inch male
Four inch male to three inch female

TO: Fuel loading/unloading system shall include one or two enclosed hose carrying tubes with access from either end and lockable at either end. The tube or tubes shall accommodate the two hoses required to be provided: (A) one each, fourteen foot long, four inches diameter, fuel suction hose with double female camlock couplings (female on each end) Drawing 11685834 and (B) one each, fourteen foot long, four inches diameter, fuel suction hose with standard camlock fitting; male on one end, female on the other, Drawing 11685835. Hose assemblies shall have a delivery capability of at least 600 GPM diesel fuel. Hose ends shall have quick connect and disconnect camlock couplings. The ends shall be compatible with the bottom loading/unloading apparatus and each other. All hoses shall have dust protective end caps attached by corrosion resistant metal chains. The hose tube(s) shall be located so as not to interfere with loading and unloading operations and raising or lowering the landing legs. The semitrailer shall be equipped with two reducers according to the following:

One each - reducers:

Four inch female to three inch male
Four inch male to three inch female

19. Paragraph 3.2.3.8., Vapor Recovery. The paragraph is changed:

FROM: The semitrailer shall be equipped, and tested IAW the California Air Resources Board (CARB) certification and test procedures, with a fuel vapor recovery system which terminates in an adapter, conforming to MS27020-17, and shall be compatible with the four inch quick disconnect field vapor recovery system connections used at a majority of field depots.

TO: The semitrailer shall be equipped, and tested IAW the California Air Resources Board (CARB) certification and test procedures, with a fuel vapor recovery system which terminates in adapters, conforming to MS27020-17, and shall be compatible with the four inch quick disconnect field vapor recovery system connections used at a majority of field depots.

20. Paragraph 3.2.3.11., Baffles. The paragraph is changed:

FROM: Baffles shall be provided. The baffles shall be designed and constructed in accordance with CFR, Part 49, paragraph 178.340 of DOT Regulation 406, and shall permit inspection and cleaning of the entire tank.

TO: Baffles shall be provided. The baffles shall be designed and constructed in accordance with CFR, Part 49, paragraph 178.345 of DOT Regulation 406, and shall permit inspection and cleaning of the entire tank.

21. Paragraph 3.3.1., Tank Shell Assembly. The paragraph is changed:

FROM: The tank shell assembly may have multiple compartments with a minimum capacity of 9,200 gallons (See 3.1.). The shell assembly shall be constructed to comply with DOT Regulation 406, (paragraphs 178.341 through 178.341-7 and 178.340 through 178.340-10).

TO: The tank shell assembly may have multiple compartments with a minimum capacity of 9,200 gallons (See 3.1.). The shell assembly shall be constructed to comply with DOT Regulation 406, (paragraphs 178.345 through 178.345-15 and 178.346 through 178.346-5). Carbon steel shall not be used as a tank shell assembly material.

22. Paragraph 3.3.7., Tire Carrier. The phrase "(when specified, see 6.2)" is deleted from the first sentence.

23. Paragraph 3.3.8., Spare Wheel Assembly. The paragraph is changed:

FROM: A spare wheel or rim with inflated tire shall be mounted in the tire carrier. The spare tire shall be same size and tread design and of the same ply rating as the tires furnished on the vehicle.

TO: A spare wheel or rim with inflated tire shall be mounted in the tire carrier (when specified, see 6.2). The spare tire shall be the same size, tread design, and same ply rating as the tires furnished on the vehicle.

24. Paragraph 3.3.10., Upper Fifth Wheel Plate. The last sentence shall read: A greaseless upper fifth wheel plate is required. The following text shall be included after the last sentence: The greaseless upper coupler(fifth wheel plate) must have a minimum acceptable load rating of 40,000 lbs. vertical and 90,000 lbs. Gross Vehicle Weight. The fifth wheel plate must have some type of Self Lubricating Medium(SLM) such as UHMW-Polyethylene or some material of equal or greater specification. The SLM must be an integral part of the fifth wheel plate assembly. The fifth wheel plate must be prepared with a rust and corrosion

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010</p>	<p align="right">Page 6 of 15</p>
---	---	--

Name of Offeror or Contractor:

protective material or process that meets or exceeds accelerated rust and corrosion test(See paragraphs 3.10 and 4.3.10.) The greaseless upper coupler must be made to withstand frequent coupling and uncoupling under trailer load with minimum mean time between failure of 750,000 miles. The upper coupler must be operationally maintenance free and performance ready despite long periods of inactivity or storage.

25. Paragraph 3.3.12., Chassis. Change CFR citation from: "paragraph 178.340-4 of DOT Regulation 406" to "paragraph 178.345-3 of DOT Regulation 406".

26. Paragraph 3.5., Transportability. After the first sentence add: (See MIL-STD-1366, "Interface Standard For Transportability Criteria.")

27. Paragraph 3.5.4., Marine Transport. The paragraph is changed:

FROM: The semitrailer shall be marine transportable on Lighter Amphibious Resupply Cargo - sixty tons (LARC-LX) or larger vessels or ships.

TO: The semitrailer shall be marine transportable on Lighter Amphibious Resupply Cargo - sixty tons (LARC-LX) and on larger vessels or ships.

28. Paragraph 3.6.1., Certification Plate. The paragraph is changed:

FROM: A metal certification data plate shall be provided with the required data and permanently affixed to the semitrailer in accordance with Section A, paragraph 178.340-10, of DOT Regulation 406, governing the Transportation of Hazardous Materials in Tank Motor Vehicles.

TO: A metal certification data plate shall be provided with the required data and permanently affixed to the semitrailer in accordance with Section A, paragraph 178.345-14, of DOT Regulation 406, governing the Transportation of Hazardous Materials in Tank Motor Vehicles.

29. Paragraph 3.11, Painting. Change paragraph to read as follows: All vehicles shall be finished or painted to provide a low reflectance surface. The vehicle, body(s) and components shall be cleaned, treated and painted IAW DWG 12355846. All hardware not normally painted shall be treated to provide limited reflectivity.

30. Paragraph 4.2.3.1., Initial Production (First Article) Test. The second sentence is changed:

FROM: The selected semitrailer will be representative of production vehicles.

TO: The selected semitrailers will be representative of production vehicles.

31. Paragraph 4.3.2.2.7., Brakes. Delete the tenth (10th) sentence: Subsequent to fording operations, the brake chambers will be examined for the presence of water, or other contaminants, neither are allowed.

32. Paragraph 4.3.3.1., Tank Shell Assembly. Change this paragraph:

FROM: To determine conformance to 3.3.1, the tank shell assembly test documentation will be verified to comply with DOT 406; reference paragraphs in section 3.3.1.

TO: To determine conformance to 3.3.1, the tank shell assembly test documentation will be verified to comply with paragraph 178.345 through 178.345-15 and 178.346 through 178.346-5 of DOT 406.

33. Paragraph 4.3.3.12., Chassis. Change this paragraph:

FROM: To determine conformance to 3.3.12, the Contractor will certify the chassis construction to conform to DOT 406 paragraph 178.340-4.

TO: To determine conformance to 3.3.12, the Contractor will certify the chassis construction to conform to DOT 406 paragraph 178.345-3.

34. Paragraph 4.3.6.1., Certification Plate. Change this paragraph:

FROM: To determine conformance to 3.6.1, the affixed certification plate will be examined for conformance to applicable requirements of the DOT Regulation Governing the transportation of Hazardous Materials in Tank Motor Vehicles. The manufacturer's certificate(s) will be examined for conformance with Section 406 of the DOT Regulations of the National Highway Traffic Safety Administration.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 7 of 15
	PIIN/SIIN DAAE07-99-R-S004	MOD/AMD 0010

Name of Offeror or Contractor:

TO: To determine conformance to 3.6.1, the affixed certification plate will be examined for conformance to applicable requirements of the DOT Regulation Governing the Transportation of Hazardous Materials in Tank Motor Vehicles. The manufacturer's certificate(s) will be examined for conformance with paragraph 178.345-14 of Section 406 of the DOT Regulations of the National Highway Traffic Safety Administration.

35. Paragraph 4.3.10., Corrosion Prevention and Control Design. Revise paragraph to read: To determine conformance to 3.10, the vehicle will be inspected for application of the Contractor's corrosion control plan. All material and coating systems shall be validated by the successful performance of one hundred and sixty (160) cycles of accelerated corrosion testing IAW GM 9540P, Method B. A statistically significant number of four by twelve (4 x 12) inch test panels representative of production processes shall be prepared for each material and coating system used. Upon completion of one hundred and sixty (160) cycles, the scribed test panels shall show no more than a trace of corrosion (grade 9 of ASTM D610) in the field and no more than five scattered blisters, none larger than one (1) millimeter (mm). Corrosion creep from the scribe line shall be no more than one-eighth (1/8) inch. In addition, after thirty (30) minutes of recovery from the test, the panels shall be subjected to a cross hatch adhesion test IAW ASTM D3359, Method B, using the six (6) line pattern and two (2) mm spacing. Removal of three (3) or more squares of coating to the substrate constitutes failure. Failure to meet any of the acceptance criteria constitutes rejection of that corrosion control system.

36. Paragraph 4.3.11., Painting. Change first paragraph to read as follows:

To determine conformance to 3.11, the semitrailer will be examined to determine if it is finished or painted to provide a low reflectance surface. Before and during painting, the vehicle will be inspected to assure that the vehicle and components are cleaned, treated and painted IAW DWG 12355846.

Change paragraph 4.3.11.(b) to read as follows: The Contractor will certify that the contact areas of ferrous (non-zinc clad steel) sheet metal, of 0.125 inch thickness and under, have been cleaned and primed IAW DWG 12355846-1, as applicable, when it cannot be primed after welding.

37. Paragraph 4.3.3.12., Chassis. Change paragraph:

FROM: To determine conformance to 3.3.12, the Contractor will certify the chassis construction to conform to DOT 406 paragraph 178.340-4.

TO: To determine conformance to 3.3.12, the Contractor will certify the chassis construction to conform to DOT 406 paragraph 178.345-3.

38. Paragraph 4.3.6.1., Certification Plate. Change paragraph:

FROM: To determine conformance to 3.6.1, the affixed certification plate will be examined for conformance to applicable requirements of the DOT Regulation Governing the Transportation of Hazardous Materials in Tank Motor Vehicles. The manufacturer's certificate(s) will be examined for conformance with Section 406 of the DOT Regulations of the National Highway Traffic Safety Administration.

TO: To determine conformance to 3.6.1, the affixed certification plate will be examined for conformance to applicable requirements of the DOT Regulation Governing the transportation of Hazardous Materials in Tank Motor Vehicles. The manufacturer's certificate(s) will be examined for conformance with paragraph 178.345-14 of Section 406 of the DOT Regulations of the National Highway Traffic Safety Administration.

39. Paragraph 6.2, Acquisition requirements, subparagraph (e). The phrase "(see 3.11.1)" is changed to read "(see 3.11)".

40. Paragraph 6.2, Acquisition requirements, subparagraph (i). The phrase "(see 3.3.7)" is changed to read "(see 3.3.8)".

*** END OF NARRATIVE A011 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 15
	PIIN/SIIN DAAE07-99-R-S004	MOD/AMD 0010	
Name of Offeror or Contractor:			

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

* C.22 Acquisition Requirements. In reference to paragraph 6.2 of the Purchase Description (PD) the following requirements are specified:

(c) Use only the latest version or issue of DODISS and of documents not listed in the DODISS in effect as of the issue date of this solicitation to prepare your proposal.

(e) The semitrailers shall be painted the color Green 383, Chip Number 34094.

(h) The Contractor shall recondition the First Article Test vehicles according to paragraph E.7.b(5) of the solicitation.

(i) A spare wheel assembly is required (see PD paragraph 3.3.8).

*** END OF NARRATIVE C002 ***

* Changed by Amendment 10

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 9 of 15
	PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010	
Name of Offeror or Contractor:		

SECTION I - CONTRACT CLAUSES

	<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	DELETED	52.211-4019 (TACOM)	SOURCES OF SUPPLY FOR TIRES ON TACTICAL WHEELED VEHICLES - ALTERNATE I	JUN/1989

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for

(1) progress payments

(2) termination settlements if the contract is terminated for the convenience of the Government.

If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.
(End of Clause)

* E.7 FIRST ARTICLE/INITIAL PRODUCTION TEST SUPPORT

a. Under no circumstances shall any test vehicle be shipped from the your facility to the Government designated test site until:

(1) A Government team, consisting of a Defense Contract Management Command (DCMC) representative and a TACOM quality assurance representative, performs a complete inspection on each vehicle.

(2) You correct all deficiencies disclosed by this inspection and prepare an informational DD Form 250 for shipment.

(3) The Government approves the deficiency corrections and authorizes shipment to the test site by signing the informational DD 250. NOTE: The execution of a final DD Form 250, and total payment for test vehicles, shall occur only after successful completion of all testing and contractor refurbishment of test vehicles.

b. You are responsible for:

(1) transportation charges from your plant to the test site and back.

(2) correcting, on site, any failures of the test vehicles determined by the Government to be a result of defective workmanship and/or materials, as well as, correcting any vehicles produced concurrent with test which are presumed to contain like deficiencies. Upon determination of said defects in test vehicles, the Government reserves the right to refuse to inspect or accept subsequent production vehicles until you provide evidence that corrective action has been taken to eliminate the defect. If a retest is determined to be required as a result of poor workmanship or nonconformance of vehicles to contract specifications, you shall be responsible for the expense of the retest.

(3) providing repair or replacement parts directly to the test site immediately upon notification of part failure. Parts found to be defective, leaking or worn beyond fair wear and tear during test or teardown inspection at conclusion of the test shall be considered part failures. The Government shall hold failed parts at the test site for examination and inspection. Pre-positioned parts are not required for this procurement.

(4) test delays resulting from deficiencies and/or failure to adequately furnish repair or replacement parts. The Government reserves the right to extend the specified test period to test the contractor's correction of a deficiency.

(5) correcting, upgrading and reconditioning test vehicles to bring them up to Code "A" condition in the final

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010	Page 10 of 15
Name of Offeror or Contractor:		

approved configuration prior to acceptance.

E.8 TEST INCIDENT REPORTS (TIRs)
(DI-RELI-81315 Tailored, CDRL A008)

 a. Deficiencies found in vehicle components or systems during inspection or test shall also be considered test incidents or failures. The test site will send you a copy of all test incident reports (TIRs) directly. You shall furnish a failure analysis and corrective action report (FACAR) response for each TIR. The report shall provide an analysis of the test

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 11 of 15
	PIIN/SIIN DAAE07-99-R-S004	MOD/AMD 0010	
Name of Offeror or Contractor:			

"DAYS": The number of days after the date of the Contract in which to effect delivery of the stated quantity.
 "R": The quantity required to be delivered within the stated number of days.

CLIN											
0001AC	DAYS	120									
(Shakedown Test Option)	R:	1*									
001AA	DAYS	140	600								
(FA/IPT Test Vehicles)	R:	lot**	***								
0001AB	DAYS	330	360	390	420	450	480	510	540	570	600
(Production)	R:	0	0	0	0	15	15	15	15	15	****

* The Government may exercise the Shakedown Test Option in accordance with Clause E.9.

** The Government shall select one vehicle from the first lot of three each for First Production Vehicle Inspection (FPVI) 140 days after contract award. After completion of FPVI, deliver all three vehicles within 150 days after contract award to the Government designated test site for First Article/Initial Production Test (FAT).

*** After FAT approval, you shall repair, refurbish, and modify the test vehicles, as necessary, to meet the approved production configuration before final delivery. You shall retain the FPVI vehicle as a manufacturing standard until completion of the contract. The FPVI shall be the last vehicle delivered on the contract.

**** Continue delivery to the Government at the rate of 15 vehicles per month (a 30-day period) until completion of delivery order quantity.

F.2 INITIAL VEHICLE PRODUCTION

The Government requires a low rate of initial production concurrent with the First Article/Initial Production Test (FAT). As such, we will inspect, conditionally accept and authorize shipment-in-place, of vehicles built before FAT approval. We shall withhold 10% of the unit price from payment for all conditionally accepted vehicles. You shall be responsible for upgrading all conditionally accepted vehicles to the approved FAT configuration, at no additional cost to the Government. If major deficiencies are found during initial production test, we have the right to refuse to inspect and accept any vehicles.

F.3 DELIVERY SCHEDULE FOR DELIVERY ORDERS 0002 AND BEYOND

Unless otherwise specified by individual delivery orders, the delivery requirements that apply to items ordered under this contract shall be as follows:

- For delivery order quantities equal to or less than 200 vehicles, deliver vehicles at a rate of 15 units per month starting 150 days after the date of the delivery order, or immediately following the last scheduled delivery under the previously issued delivery order.
- For delivery order quantities ranging from 201 to 400 vehicles, deliver vehicles at a rate of 30 units per month starting 150 days after the date of the delivery order, or immediately following the last scheduled delivery under the previously issued delivery order.
- For delivery order quantities equal to or greater than 401 vehicles, deliver vehicles at a minimum rate of 40 units per month starting 150 days after the date of the delivery order, or immediately following the last scheduled delivery under the previously issued delivery order.
- The quantity ordered on an individual delivery order shall not exceed the maximum specified in the clause entitled DELIVERY ORDER LIMITATIONS.
- Acceleration of delivery above the monthly rate as specified in the delivery order is acceptable only when approved by the Procuring Contracting Officer. We will not accelerate vehicle deliveries without equally accelerating the delivery of contract data items.

F.4 DELIVERY OF CONTRACT DATA REQUIREMENTS

- If you do not deliver the scheduled contract data requirements in the correct quantities on time or fail to meet

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-R-S004MOD/AMD 0010	Page 12 of 15
---------------------------	--	----------------------

Name of Offeror or Contractor:

the requirements of the specifications cited in the contract, the Procuring Contracting Officer shall have the right to refuse to inspect and accept vehicles, at no cost to the Government, until you correct the problem and we approve the data items.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010	Page 13 of 15
Name of Offeror or Contractor:		

b. In addition, the PCO reserves the right to unilaterally change the delivery schedule of the vehicles, at no cost to the Government, by a period of time equal to the delay in delivery of acceptable contract data requirements and shall further have the right to refuse to inspect and accept in advance of the changed delivery schedule.

H.1 CUMULATIVE QUANTITY PRICING

a. The vehicle unit price matrix in Section B states the unit prices for the vehicle in different quantity ranges and in different ordering periods. If more than one delivery order is issued in any 30 day period that falls entirely within an ordering period, the quantity of vehicles on each delivery order will be added together and treated as a total, cumulative quantity to determine the quantity range and unit price that is most advantageous to the Government for those vehicles. The last delivery order issued in the applicable 30 day period will reflect the application of the unit price most advantageous to the Government and will also make the appropriate adjustment in the prices paid for vehicles previously purchased by those delivery orders issued in the 30 day period.

b. For example, if the Government purchases 25 vehicles on Jan 2, 1999 and then purchases an additional 76 vehicles on Jan 31, 1999, the Government shall be afforded the price associated with 101 vehicles for that ordering period.

H.2 GOVERNMENT FURNISHED MATERIAL (GFM)

We will furnish the following:

- a. DA Form 2408-9, Equipment Control Record for each vehicle.
- b. DA Technical Manuals for overpack on each vehicle.

H.3 PARTNERING

a. In an effort to most effectively accomplish this contract, the Government proposes to participate in a concept called "partnering" with the contractor. This cooperative relationship would strive to draw on the strengths of each organization in an effort to achieve a quality product, at the prices offered and on schedule. This effort would be bilateral in make-up and participation will be totally voluntary.

b. This partnering effort conveys no legally enforceable rights or duties. Any changes to the contract must be made by the Contracting Officer under the terms of the written contract. Rather, the partnering concept is a team relationship that promotes the achievement of mutually beneficial goals. This partnering effort will be governed by the principles and procedures as mutually agreed to by the parties and are not a part of the partnering concept.

I.1 52.216-21 REQUIREMENTS

OCT 1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirement's do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time period specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract 2

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-99-R-S004 MOD/AMD 0010	Page 14 of 15
Name of Offeror or Contractor:		

years after the final date on which delivery orders may be issued, as specified in Clause I.2, Ordering.
(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 15 of 15
	PIIN/SIIN DAAE07-99-R-S004	MOD/AMD 0010	
Name of Offeror or Contractor:			

I.2 52.216-18 ORDERING

OCT 1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.* Such orders may be issued from the date of Contract award through 5 years from the date of Contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

* The PCO is the only party authorized to place orders.
(End of clause)

I.3 52.216-19 ORDER LIMITATIONS

OCT 1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 25 each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor?

(1) Any order for a single item in excess of 800 each.

(2) Any order for a combination of items in excess of 800 each.

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

*** END OF NARRATIVE I001 ***